

Standard Pre-Auction Letter of Credit ~~for the Fixed Price Section~~

[On Issuing Bank's Letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT

_____ (Date)

Letter of Credit No. _____

To: The Utilities

Which are all of the following:

Commonwealth Edison Company ("ComEd") and The Ameren Illinois Utilities (Central Illinois Light Company d/b/a AmerenCILCO ("AmerenCILCO") and Central Illinois Public Service Company d/b/a AmerenCIPS ("AmerenCIPS") and Illinois Power Company d/b/a AmerenIP ("AmerenIP") – collectively "Ameren".)

1. We hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD \$_____, effective immediately and available to you at sight upon demand at our counters at _____ [designate Issuing Bank's location for presentments] and expiring at 5:00 PM [New York, NY time¹] on _____, 200_, [90 days after date of issuance] (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.
2. This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns, the "Bidder"). This Letter of Credit may be drawn once the Utilities have notified the [Issuing Bank] in writing that the Bidder:
 - a) has made any material omission or misrepresentation in the Part 1 Application or the Part 2 Application submitted to participate in the ~~Fixed Price Section~~ Illinois Auction; or has violated any provision, rule or requirement set forth in the Rules; or
 - b) has a winning bid in the ~~Fixed Price Section~~ Illinois Auction and fails to execute the applicable Supplier Forward Contract(s) within three (3) business days of the Declaration of a Successful Result for the ~~Fixed Price Section~~ Illinois Auction as specified in the Rules; or

¹ If the issuer of the Letter of Credit is located in an area that is not in the Eastern time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly, here and in Paragraphs 5 and 9.

c) has a winning bid in the ~~Fixed-Price Section~~ Illinois Auction and fails to meet the creditworthiness requirements of the applicable Supplier Forward Contract(s) within three (3) business days of the Declaration of a Successful Result for the ~~Fixed-Price Section~~ Illinois Auction as specified in the Rules.

3. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the Expiration Date by delivering or transmitting to _____ (identify Issuing Bank), _____ (U.S. address), (a) a notice executed by you substantially in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of each of the Utilities and (b) your draft substantially in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the Utilities.
4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number: _____. In the event of a presentation via facsimile transmission, no mail confirmation is necessary and the facsimile transmission will constitute the operative drawing documents.
5. We will honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in your draft (or so much thereof as is available hereunder) delivered or transmitted to us in connection with such drawing to the account designated as provided below, by 3:00 PM [New York, NY time] on the date of such drawing, if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made prior to 11:00 AM [New York, NY time] on a Business Day, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made on or after 11:00 AM [New York, NY time] on any Business Day.
6. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you notice not later than the time provided in Paragraph 5 above for honor of a drawing presented to us, that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons ~~therefor~~ that such non-conforming demand for payment was not effected and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.

7. Unless otherwise hereafter designated in writing to us by an Authorized Officer of the Utilities, all payments made by us under this Letter of Credit shall be transmitted by wire transfer to one or more of the Utilities pursuant to the following instructions:

Commonwealth Edison Company

Account No.: _____

Bank: _____

Bank's Address: _____

ABA Routing No.: _____

Contact: _____

Telephone No.: _____

Central Illinois Light Company d/b/a AmerenCILCO

Account No.: _____

Bank: _____

Bank's Address: _____

ABA Routing No.: _____

Contact: _____

Telephone No.: _____

Central Illinois Public Service Company d/b/a AmerenCIPS

Account No.: _____

Bank: _____

Bank's Address: _____

ABA Routing No.: _____

Contact: _____

Telephone No.: _____

Illinois Power Company d/b/a AmerenIP

Account No.: _____

Bank: _____

Bank's Address: _____

ABA Routing No.: _____

Contact: _____

Telephone No.: _____

8. Partial drawings are permitted hereunder and multiple drawings are permitted hereunder. The amount available for drawing by you under this Letter of Credit shall be automatically reduced to the extent of the amount of any drawings referencing this Letter of Credit was previously paid by us. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the

requirements of Paragraph 3 hereof, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.

9. This Letter of Credit shall terminate on the earliest of the date (a) you have made drawings which exhaust the amounts available to be drawn under this Letter of Credit, (b) we receive from you a Certificate of Cancellation in the form of Annex 3 hereto together with the original of this Letter of Credit returned for cancellation, or (c) 5:00 PM [New York, NY time] on the Expiration Date.
10. Rule 3.14(a) of the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), or any successor publication thereto (the "ISP"), as it applies to this Letter of Credit is hereby modified to provide as follows:

If on the last Business Day for presentation the place for presentation stated in this Letter of Credit is for any reason closed, then the last day for presentation is automatically extended to the day occurring thirty calendar days after the place for presentation re-opens for business.

Rule 3.14(b) of the ISP is hereby modified by providing that any alternate place for presentation we may designate pursuant to this rule must be in the United States.

11. As used herein:

"Authorized Officer" shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

"Bidder" shall mean an Applicant to the Part 2 Application process who has successfully completed the Part 1 Application.

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in [New York, New York] and any day on which payments can be effected on the Fedwire system.

"Commission" shall mean the Illinois Commerce Commission.

"Illinois Auction Fixed Price Section" shall mean ~~the Fixed Price Section of~~ the Illinois Auction process used to procure CPP-A, CPP-B, BGS-FP, and BGS-LFP Supply ~~as approved by the Commission and~~ as originally proposed in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162, and consistent with the Commission Order in Docket 06-0800 dated XXX, 2007.

"Rules" shall mean the Illinois Auction Rules, which were originally in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162, and consistent with the Commission Order in Docket 06-0800 dated XXX, 2007.

"Supplier Forward Contract" shall mean the agreement by which ComEd will be

contracting for the provision of CPP-A₇ or CPP-B Supply, or the agreement by which each of the Ameren Companies will be contracting for the provision of BGS-FP₇ or BGS-LFP Supply, from a supplier pursuant to the authorization provided under Commission Order and as originally proposed in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162. These contracts are consistent with the Commission Order in Docket 06-0800 dated XXX, 2007.

12. This Letter of Credit is not transferable. This Letter of Credit is subject to and shall be governed by the ISP except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern. This Letter of Credit shall, as to matters not governed by the ISP or matters inconsistent with the ISP, be governed and construed in accordance with the laws of the State of [New York], without regard to principles of conflicts of law.
13. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified by us without the consent of an Authorized Officer of the beneficiary(ies).
14. We certify that as of the date of issuance of this Letter of Credit our senior unsecured debt is rated "A" or better by Standard & Poor's, or "A2" or higher from Moody's Investors Service.
15. This original Letter of Credit has been sent to the Auction Manager at 70 West Madison Street, Three First National Plaza, Suite 680, Chicago, IL 60602 (as per Bidder's instructions, the Auction Manager holds the Letter of Credit for the benefit of the Utilities). The aggregate amount paid to the Utilities during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of each of the Utilities. Acceptance or rejection of any amendments to this Letter of Credit must be signed by each of the Utilities.

Very truly yours,
(Issuing Bank)

By: _____

Name:

Title:

Date:

Annex 1 TO LETTER OF CREDIT

DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: (Issuing Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under Your Letter of Credit No. _____ (the Letter of Credit) in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.
2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by ComEd is (USD) \$_____, and the amount to be received by Ameren is (USD) \$_____. The amount to be received by Ameren is to be divided as follows: (USD) \$_____ is to be paid to AmerenCILCO, (USD) \$_____ is to be paid to AmerenCIPS, and (USD) \$_____ is to be paid to AmerenIP.
3. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in as much as the Bidder has _____ (state a reason from conditions (a) – (c) of Paragraph 2 of the Letter of Credit).
4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Commonwealth Edison Company

By _____

Name:

Title:

Date:

|

|

Central Illinois Light Company d/b/a
AmerenCILCO

By _____

Name:

Title:

Date:

|

Central Illinois Public Service Company d/b/a
AmerenCIPS

By _____

Name:

Title:

Date:

Illinois Power Company d/b/a AmerenIP

By _____

Name:

Title:

Date:

cc: _____[Bidder]

|

Annex 2 to Letter of Credit

SIGHT DRAFT

Amount: \$_____

Date: _____, 20__

At sight, pay to the order of (Commonwealth Edison Company or Central Illinois Light Company d/b/a AmerenCILCO or Central Illinois Public Service Company d/b/a AmerenCIPS or Illinois Power Company d/b/a AmerenIP), the sum of _____ U.S. Dollars.

Drawn under Irrevocable Letter of Credit No. _____ of _____ [identify Issuing Bank] dated _____, 200__.

To: _____ [Issuing Bank]
_____ [Address]

(Commonwealth Edison Company or Central Illinois Light Company d/b/a AmerenCILCO or Central Illinois Public Service Company d/b/a AmerenCIPS or Illinois Power Company d/b/a AmerenIP)

By _____
Name:
Title:
Date:

Annex 3 to Letter of Credit

CERTIFICATE OF CANCELLATION

_____, 20__

To: (Issuing Bank)
(Address)

Attention: Standby Letter of Credit Unit/Your Letter of Credit No. _____

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment. Attached hereto is the original Letter of Credit, marked cancelled.

Central Illinois Light Company d/b/a
AmerenCILCO

By _____

Name:

Title:

Date:

Commonwealth Edison Company

By _____

Name:

Title:

Date:

Central Illinois Public Service Company
d/b/a AmerenCIPS

By _____

Name:

Title:

Date:

Illinois Power Company d/b/a AmerenIP

By _____

Name:

Title:

Date:

cc: _____ [Bidder]